

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

THE TRUSTEES OF PURDUE UNIVERSITY,

Plaintiff,

vs.

STMICROELECTRONICS N.V., ET AL.,

Defendant.

No. 6:21–CV–727–ADA

JURY TRIAL DEMANDED

**STMICROELECTRONICS N.V.’S OBJECTIONS AND RESPONSES TO
PLAINTIFF’S SECOND SET OF JURISDICTIONAL DISCOVERY REQUESTS**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, the Court’s June 8, 2021 Amended Standing Order Regarding Venue and Jurisdictional Discovery Limits for Patent Cases, and the Court’s April 27, 2021 Order [ECF No. 84], Defendant STMicroelectronics N.V. (“STNV”) hereby submits its objections and responses to Plaintiff’s Second Set of Jurisdictional Discovery Requests. STNV makes these objections and responses based on its current knowledge and information reasonably available at this time. STNV reserves the right to supplement or correct the disclosures as information is acquired pursuant to the Federal Rules of Civil Procedure, Local Rules of this Court, and any other Court order.

GENERAL OBJECTIONS

1. STNV objects to each request to the extent that it exceeds the scope of the Court’s April 27, 2021 Order [ECF No. 84], which stated that all jurisdictional discovery directed to STNV is “limited in scope to the theories propounded in Purdue’s opposition at ECF No. 47.”

2. STNV objects to Purdue's attempt to use jurisdictional discovery directed to STNV to obtain discovery related to other named or unnamed parties, such as STMicroelectronics International N.V. ("ST Int'l").
3. STNV objects to each request to the extent that it purports to impose obligations not required by the Federal Rules of Civil Procedure or this Court's orders or local rules.
4. STNV objects to each request to the extent that it seeks information protected by the attorney-client privilege, work-product doctrine, common interest privilege, or other applicable privilege or protection.
5. STNV objects to each request as overly broad to the extent that those requests purport to require STNV to respond on behalf of any entity or person other than STNV. STNV will respond on behalf of STMicroelectronics N.V. only.

PRELIMINARY STATEMENT

1. By responding to the Requests, STNV does not waive any objection that may be applicable to: (1) the use, for any purpose, by STNV of any information given in response to the request; or (2) the admissibility, privilege, relevancy, authenticity, or materiality of any of the information to any issue in the case. STNV expressly reserves the right to object to the use of these responses and the subject matter contained in them during any subsequent proceeding, including the trial of this or any other action.
2. STNV's responses to the requests are made to the best of STNV's present knowledge, information, and belief. Discovery in this case and STNV's investigation is ongoing, and these responses therefore are at all times subject to reasonable supplementation and amendment as discovery in this matter progresses.
3. By stating that it will provide information or produce documents in response to any particular Request, STNV makes no representation that any such information or documents exist,

but rather if such information or documents exist, and are within STNV's possession, custody, or control, and can be located in the course of a reasonably diligent search, they will be produced at a mutually convenient time and place to be agreed upon by the parties.

4. No incidental or implied admissions are intended by the responses provided herein. The mere fact that STNV has answered or objected to a Request should not be taken as an admission that STNV admits the existence of any facts set forth or assumed by such Request. That STNV has answered part or all of any Request is not intended to be, and shall not be, construed to be a waiver by STNV of any part of any objection to any Request.

DISCOVERY REQUESTS

REQUEST FOR PRODUCTION NO. 1: By May 26, 2022, produce a complete, executed copy of each written agreement that existed at any time from March 3, 2009 to the present under which any one or more of STMicroelectronics NV, STMicroelectronics International NV, and STMicroelectronics, Inc. had an obligation, or made a promise, concerning the supply, purchase, promotion, marketing, or distribution of STPOWER SiC MOSFETs for distribution in the United States. In this request, "the United States" includes the United States of America, its territories and possessions, including Puerto Rico, Guam, U.S. Virgin Islands, Northern Mariana Islands, and American Samoa. This request does not seek production of draft materials. All exhibits, attachments, schedules, and amendments to responsive agreements must be produced.

RESPONSE:

In addition to the foregoing General Objections, STNV objects to this request as overly broad and unduly burdensome because the request is directed to STNV, but asks for agreements that do not involve STNV, such as agreements that are between third parties and other ST entities, such as ST Inc. and ST Int'l. In addition, STNV objects to Purdue's attempted use of jurisdictional

discovery directed to STNV to obtain discovery related to other named or unnamed parties, such as ST Inc. and ST Int'l. STNV also objects to this request as exceeding the scope of the Court's April 27, 2021 Order [ECF No. 84], which stated that all jurisdictional discovery directed to STNV is "limited in scope to the theories propounded in Purdue's opposition at ECF No. 47."

Subject to the foregoing objections, STNV states that from July 14, 2015 to the present, there are no written agreements under which STNV supplies, purchases, promotes, markets, or distributes any products for distribution in the United States of America, including what Purdue has identified as STPOWER SiC MOSFETs.

REQUEST FOR PRODUCTION NO. 2: By May 26, 2022, produce a complete, executed copy of each service agreement, in effect at any time since March 3, 2009, involving any two or more of STMicroelectronics N.V., STMicroelectronics, Inc., and STMicroelectronics International N.V. for the provision of "certain administrative, human resources, legal, treasury, strategy, manufacturing, marketing and other overhead services" as that phrase is used in SEC filings. *See, e.g.,* https://www.sec.gov/ix?doc=/Archives/edgar/data/932787/000156459021008102/stm-20f_20201231.htm. This request does not seek production of draft materials. All exhibits, attachments, schedules, and amendments to responsive agreements must be produced.

RESPONSE:

In addition to the foregoing General Objections, STNV objects to this request as overly broad and unduly burdensome because the request is directed to STNV, but asks for agreements that do not involve STNV, such as agreements that are between ST Inc. and ST Int'l. In addition, STNV objects to Purdue's attempted use of jurisdictional discovery directed to STNV to obtain discovery related to other named or unnamed parties, such as ST Inc. and ST Int'l. STNV also objects to this request as exceeding the scope of the Court's April 27, 2021 Order [ECF No. 84],

which stated that all jurisdictional discovery directed to STNV is “limited in scope to the theories propounded in Purdue’s opposition at ECF No. 47.”

Subject to the foregoing objections, STNV states that it has produced services agreements between STNV and ST Inc. dated between July 14, 2015 and the present.

REQUEST FOR PRODUCTION NO. 3: By May 26, 2022, produce each lease agreement where all of the following are true: (a) the lease concerns property within the State of Texas; (b) one or more of STMicroelectronics N.V., STMicroelectronics International N.V., and STMicroelectronics, Inc. is a party to such lease or guarantor of an obligation therein; and (c) the lease was in effect at one or more times between March 3, 2009 and May 6, 2022. All exhibits, attachments, schedules, and amendments to responsive agreements must be produced.

RESPONSE:

In addition to the foregoing General Objections, STNV objects to this request as overly broad and unduly burdensome because the request is directed to STNV, but asks for agreements that do not involve STNV, such as agreements that are between third parties and other ST entities, such as ST Inc. and ST Int’l. In addition, STNV objects to Purdue’s attempted use of jurisdictional discovery directed to STNV to obtain discovery related to other named or unnamed parties, such as ST Inc. and ST Int’l. STNV also objects to this request as exceeding the scope of the Court’s April 27, 2021 Order [ECF No. 84], which stated that all jurisdictional discovery directed to STNV is “limited in scope to the theories propounded in Purdue’s opposition at ECF No. 47.”

Subject to the foregoing objections, STNV states that it is not a party to any lease agreements dated between July 14, 2015 and the present where the lease concerns property within the State of Texas.

REQUEST FOR PRODUCTION NO. 4: By May 26, 2022, produce each note, mortgage, or other financial instrument where all of the following are true: (a) the note, mortgage, or other financial instrument concerns real property in the State of Texas; (b) one or more of STMicroelectronics, Inc., STMicroelectronics N.V., and STMicroelectronics International N.V. is a party to such note, mortgage, or other financial instrument or guarantor of an obligation therein; and (c) the note, mortgage, or other financial instrument was in effect at any time from March 3, 2009 to May 6, 2022. All exhibits, attachments, schedules, and amendments to responsive agreements must be produced.

RESPONSE:

In addition to the foregoing General Objections, STNV objects to this request as overly broad and unduly burdensome because the request is directed to STNV, but asks for notes, mortgages, or other financial instruments that do not involve STNV, such as notes, mortgages, or other financial instruments that are between third parties and other ST entities, such as ST Inc. and ST Int'l. In addition, STNV objects to Purdue's attempted use of jurisdictional discovery directed to STNV to obtain discovery related to other named or unnamed parties, such as ST Inc. and ST Int'l. STNV also objects to this request as exceeding the scope of the Court's April 27, 2021 Order [ECF No. 84], which stated that all jurisdictional discovery directed to STNV is "limited in scope to the theories propounded in Purdue's opposition at ECF No. 47."

Subject to the foregoing objections, STNV states that it is not a party to any note, mortgage, or other financial instrument dated between July 14, 2015 and the present where the note, mortgage, or other financial instrument concerns real property in the State of Texas.

REQUEST FOR PRODUCTION NO. 5: By May 26, 2022, produce each note, line of credit, or other debt instrument where all of the following are true: (a) the note, line of credit, or other debt instrument concerns business activities in the State of Texas; (b) one or more of STMicroelectronics N.V. and STMicroelectronics International N.V. is a party to such note, line of credit, or other debt instrument or guarantor of an obligation therein; and (c) the note, line of credit, or other debt instrument was in effect at any time from March 3, 2009 to May 6, 2022. All exhibits, attachments, schedules, and amendments to responsive agreements must be produced.

RESPONSE:

In addition to the foregoing General Objections, STNV objects to this request as overly broad and unduly burdensome because the request is directed to STNV, but asks for notes, lines of credit, or other debt instruments that do not involve STNV, such as notes, lines of credit, or other debt instruments that are between third parties and other ST entities, such as ST Int'l. In addition, STNV objects to Purdue's attempted use of jurisdictional discovery directed to STNV to obtain discovery related to other named or unnamed parties, such as ST Int'l. STNV also objects to this request as exceeding the scope of the Court's April 27, 2021 Order [ECF No. 84], which stated that all jurisdictional discovery directed to STNV is "limited in scope to the theories propounded in Purdue's opposition at ECF No. 47."

Subject to the foregoing objections, STNV states that it is not a party to any note, mortgage, or other financial instrument dated between July 14, 2015 and the present where the note, mortgage, or other financial instrument concerns business activities in the State of Texas.

REQUEST FOR PRODUCTION NO. 6: By May 26, 2022, produce each written agreement where all of the following are true: (a) the agreement requires performance of an obligation (such as delivery, payment, notice, etc.) in whole or in part in the State of Texas; (b) one or more of

STMicroelectronics N.V. and STMicroelectronics International N.V. is a party to such agreement or guarantor of an obligation therein; and (c) the agreement was in effect at any time from March 3, 2009 to May 6, 2022. All exhibits, attachments, schedules, and amendments to responsive agreements must be produced.

RESPONSE:

In addition to the foregoing General Objections, STNV objects to this request as overly broad and unduly burdensome because the request is directed to STNV, but asks for agreements that do not involve STNV, such as agreements that are between third parties and other ST entities, such as and ST Int'l. In addition, STNV objects to Purdue's attempted use of jurisdictional discovery directed to STNV to obtain discovery related to other named or unnamed parties, such as ST Int'l. STNV also objects to this request as exceeding the scope of the Court's April 27, 2021 Order [ECF No. 84], which stated that all jurisdictional discovery directed to STNV is "limited in scope to the theories propounded in Purdue's opposition at ECF No. 47."

Subject to the foregoing objections, STNV states that it is not a party to any agreement dated between July 14, 2015 and the present that requires STNV to perform an obligation (such as delivery, payment, notice, etc.) in whole or in part in the State of Texas.

REQUEST FOR PRODUCTION NO. 7: By May 26, 2022, produce each written agreement where all of the following are true: (a) the agreement includes a dispute resolution clause (such as a venue, jurisdiction, or arbitration clause) that specifies a location in the State of Texas; (b) one or more of STMicroelectronics N.V. and STMicroelectronics International N.V. is a party to such agreement or guarantor of an obligation therein; and (c) the agreement was in effect at any time from March 3, 2009 to May 6, 2022. All exhibits, attachments, schedules, and amendments to responsive agreements must be produced.

RESPONSE:

In addition to the foregoing General Objections, STNV objects to this request as overly broad and unduly burdensome because the request is directed to STNV, but asks for agreements that do not involve STNV, such as agreements that are between third parties and other ST entities, such as ST Int'l. In addition, STNV objects to Purdue's attempted use of jurisdictional discovery directed to STNV to obtain discovery related to other named or unnamed parties, such as ST Int'l. STNV also objects to this request as exceeding the scope of the Court's April 27, 2021 Order [ECF No. 84], which stated that all jurisdictional discovery directed to STNV is "limited in scope to the theories propounded in Purdue's opposition at ECF No. 47."

Subject to the foregoing objections, STNV states that it is not a party to any agreement dated between July 14, 2015 and the present that includes a dispute resolution clause (such as a venue, jurisdiction, or arbitration clause) that specifies a location in the State of Texas.

REQUEST FOR PRODUCTION NO. 8: By May 26, 2022, produce each written agreement governing the employment of any employee of one or more of STMicroelectronics N.V. and STMicroelectronics International N.V. working or living in the State of Texas at any time from March 3, 2009 to May 6, 2022. All exhibits, attachments, schedules, and amendments to responsive agreements must be produced.

RESPONSE:

In addition to the foregoing General Objections, STNV objects to this request as overly broad and unduly burdensome because the request is directed to STNV, but asks for agreements that do not involve STNV, such as agreements that are between third parties and other ST entities, such as ST Int'l. In addition, STNV objects to Purdue's attempted use of jurisdictional discovery directed to STNV to obtain discovery related to other named or unnamed parties, such as ST Int'l.

STNV also objects to this request as exceeding the scope of the Court’s April 27, 2021 Order [ECF No. 84], which stated that all jurisdictional discovery directed to STNV is “limited in scope to the theories propounded in Purdue’s opposition at ECF No. 47.”

Subject to the foregoing objections, STNV states that it has no employees in Texas, and that there are no written agreements involving the employment of an employee of STMicroelectronics N.V. working or living in the State of Texas at any time from July 14, 2015 to the present.

Dated: May 26, 2022

Respectfully submitted:

By: /s/ Justin S. Cohen

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CERTIFICATE OF SERVICE

I certify that on May 26, 2022, the foregoing document was served via electronic mail on counsel of record for Plaintiff.

/s/ Justin S. Cohen

Justin Cohen